

DELETED

EXHIBIT 5

EXHIBIT 6

COPY

FILED

From:

JAN 19 2010

Date: November 16, 2009

Jacqueline A. Warner
10 Emerald Lake Place
Redwood City, CA 94062

UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

To/Respondents:

GMAC MORTGAGE LLC
3451 Hammond Avenue
Waterloo, IA 50702
Account Number: 8601931887

MERS
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC.
3300 S.W. 34th Avenue, Ste 101, Ocala, FL
MIN: 1000724-0000006013-0 34474

CMG MORTGAGE INC.
3160 Crow Canyon Road, #400
San Ramon, CA 94583
Loan #: 20540326

First American Title Insurance Company
1855 Gateway Blvd., Suite 700
Concord, CA 94520
Escrow No: 3475075c
Recorded Date: November 16, 2009

Re: Parcel Tax No. 057-143-280; Original Deed of Trust No: 20540326, Dated 11/09/2007; Original Security Instrument No. 2007-163264; Recorded Date: November 16, 2007; Commonly Known Address: 10 Emerald Lake Place, Redwood City, CA 94062;

Notice of Right to Cancel

Notice to Agent to Collect or to Collect/Notice to Principal to Collect to Agent

Parties: Jacqueline A. Warner (Alleged Borrower, hereinafter Borrower) – and, GMAC Mortgage LLC; CMG Mortgage, Inc.; MERS (Mortgage Electronic Registration Systems, Inc.); First American Title Insurance Company (Alleged Lender(s) – hereinafter Lender)

Attention: All above named Respondents

This communication will serve as my **Notice of Right to Cancel** dated November 16, 2009. TILA (Truth in Lending Act, 15 USC §1601 et seq; 12 CFR Part 226) allows three (3) years to review Disclosure Documents. The referenced 'Three Day Right to Cancel' must have a trigger to begin. That trigger, is when the Lender has provided the Borrower with ALL of the required Disclosures under TILA, and that the same are true, complete, accurate, and timely provided.

04

Being as the entire purported loan/mortgage process and Deed of Trust/Security Instrument referenced herein and throughout, was obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right, and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the US Supreme Court has declared: "*There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments.*" (United States v. Throckmorton, 98 U.S. 61) In further support of the aforementioned wrongful acts, you will please find the attached 'Affidavit of Jacqueline A. Warner', referenced herein and throughout as Attachment/Exhibit - B and, the attached Addendum - C, all of which are made a part hereto, and incorporated herein in their entirety, the same of which contain important matters of record that have thus far remained unanswered, un rebutted, and uncontroverted by all Respondents listed above.

To this date, Lender has never provided Borrower with true, complete, accurate or timely documents as required. ONLY AFTER such provision has been done, can the '3 DAY RIGHT TO CANCEL' period begin. If the required full Disclosure(s) have not been provided, then the period in which to Cancel is extended for up to three (3) years, OR until Lender moves to foreclose. The records thus far evidence, that **Borrower** has requested to cancel within the stipulated three year time period, while still waiting to receive all Truth-in-Lending disclosures as required by Federal Law, the same of which have never been received.

A close perusal and audit of Borrower's mortgage/loan documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy (UCC 1-201 (32) (34)), inter alia, to invoke their Right of Rescission (ROR) as further evidenced by the original NOTICE OF RIGHT TO CANCEL. You will also please find Borrower's signed and dated NOTICE to the Lender(s), Successor(s) and Beneficiary as stated on the NOTICE OF RIGHT TO CANCEL, if provided in the loan package. If such Notice was not provided, this written Notice of communication is provided in lieu thereof.

After sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on the Borrower's property within twenty (20) days. The Lender must also return any money, interest, fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered - then he/she/they may offer its 'Reasonable Value'.

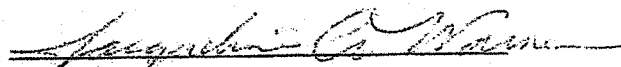
In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days . . . **Borrower** may then regain/acquire all rights to clear title and reconveyance under Federal Law and provisions of TILA.

Additionally, Borrower has the right to offer Lender a Reasonable Value. However, the penalty that a bank can face for violations of TILA and other State and Federal law can be as much as triple damages . . . i.e., triple the amount of the interest the bank stood to fraudulently make off of the deed of trust/loan transaction. Therefore, the borrower does hereby in good faith make the following offer: Borrower will forgive GMAC Mortgage LLC, CMG Mortgage Inc, MERS, (Mortgage Electronic Registration Systems Inc., and First American Title Insurance Company, any liability incurred by its wrongful actions, provided GMAC Mortgage LLC, CMG Mortgage Inc., First American Title Insurance Company, and MERS, Mortgage Electronic Registration Systems Inc. rightfully forgives Borrower the full amount of deed of trust/credit GMAC Mortgage LLC., CMG Mortgage Inc. et al., fraudulently alleges to have given. In addition, Borrower makes the one time demand of \$2,967,247.00 from GMAC Mortgage LLC, and CMG

Mortgage, Inc., for any loss, damage, and injury Borrower has sustained; and, that CMG Mortgage Inc., GMAC Mortgage LLC, MERS, First American Title Insurance Company et al., also immediately remove all/any negative comments on Borrower's credit report attributed to this transaction.

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (20) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed/accepted pursuant to the terms and conditions as set forth herein.

Sincerely,


Jacqueline A. Warner

ACKNOWLEDGEMENT

State of California)

County of San Mateo)

Subscribed and sworn to (or affirmed) before me on this 16 day of November, 2009,

by Jacqueline A. Warner, proved to me on the basis of

satisfactory evidence to be the person who appeared before me.

Signature Eric Hashemian (Seal)
(Notary Public)



Order No: 3475075c
Reference No.:
Escrow Officer: Ada Ayon
Escrow Number: 3475075c

APN No: 057-143-280-6 JPN: 057-014-143-20.04.00A

DESCRIPTION

All that certain land situated in the unincorporated area of the County of SAN MATEO, State of California, and described as follows:

PARCEL A:

PARCEL 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP A RESUBDIVISION OF THE LANDS OF TURTURICI AND MCKEEGAN AS SAID LANDS ARE DESCRIBED IN DOCUMENT NO. 88043032, OFFICIAL RECORDS OF SAN MATEO COUNTY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON FEBRUARY 28, 1990 IN BOOK 63 OF PARCEL MAPS AT PAGES 69 AND 70.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND STORM DRAINAGE PURPOSES WITHIN A PORTION OF PARCEL 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP OF A RESUBDIVISION OF THE LANDS OF TURTURICI AND MCKEEGAN AS SAID LANDS ARE DESCRIBED IN DOCUMENT NO. 88043032, OFFICIAL RECORDS OF SAN MATEO COUNTY, SAN MATEO COUNTY, CALIFORNIA" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA OF FEBRUARY 28, 1990 IN VOLUME 63 OF PARCEL MAPS AT PAGES 69 AND 70, SAID PORTION BEING DESIGNATED AS "PROPOSED P.S.D.E. INGRESS/EGRESS, ESMT. FOR BENEFIT OF PARCELS 1 AND 2 AND P.U.E." ON SAID MAP.

SAID EASEMENT IS TO BE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL "A" ABOVE.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND 7.50 FEET WIDE LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE LANDS CONVEYED TO RUSSEL L. WOLDEN AND WIFE BY DEED RECORDED JUNE 25, 1954 IN BOOK 2605 OF OFFICIAL RECORDS AT PAGE 723 (FILE NO. 66351-L) RECORDS OF SAN MATEO COUNTY, CALIFORNIA; AND THENCE NORTH 4° 20' WEST 158.30 FEET TO THE SOUTHERLY LINE OF SUMMIT DRIVE.

SAID EASEMENT IS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A ABOVE AND WAS CREATED BY GRANT OF RIGHT OF WAY FROM ARTHUR CINTI, ET UX, TO NEVADA V. WALDEN, RECORDED JUNE 27, 1932 IN BOOK 553 OF OFFICIAL RECORDS AT PAGE 499 (FILE NO. 9678-C) RECORDS OF SAN MATEO COUNTY, CALIFORNIA AND BY DEED FROM ARTHUR CINTI AND MARINA CINTI, TO JOHN M. UNDERHILL AND ELSIE W. UNDERHILL, RECORDED AUGUST 12, 1940 IN BOOK 905 OF OFFICIAL RECORDS AT PAGE 251 (FILE NO. 95911-D) RECORDS OF SAN MATEO COUNTY, CALIFORNIA AND BY DEED FROM ARTHUR CINTI AND MARINA CINTI, TO DOMINIC JACKMAN AND GIOVANNA JACKMAN, RECORDED NOVEMBER 28, 1945 IN BOOK 1219 OF OFFICIAL RECORDS AT PAGE 298 (FILE NO. 75500-F), RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

EXHIBIT 7

B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT Northern District of California		PROOF OF CLAIM
Name of Debtor: Jacqueline Anne Warner		Case Number: 09-33436
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Ally Bank f/k/a GMAC Bank.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: GMAC Mortgage, LLC ATTN: Bankruptcy Department 1100 Virginia Drive Ft. Washington, PA 19034 Telephone number: 1-800-850-4622		Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): GMAC Mortgage, LLC ATTN: Payment Processing 3451 Hammond Avenue Waterloo, IA 50702 Telephone number: 1-800-850-4622		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>990,742.62</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: <u>MONEY LOANED</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: <u>xxxxxx1887</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>10 Emerald Lake Place, Redwood City, California 94062</u> Value of Property: \$ _____ Annual Interest Rate: % _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>0.00</u> Basis for perfection: _____ Amount of Secured Claim: \$ <u>990,742.62</u> Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>12/09/2009</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. /s/ ATTY Melodie A. Whitson Attorney for GMAC Mortgage, LLC, 4376 Jutland Drive, Suite 200; P.O. Box 17933, San Diego, CA 92177-0933 (858)750-7600		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

EXHIBIT 8

Form CAodsc7

UNITED STATES BANKRUPTCY COURT
Northern District of California (San Francisco)

In re:

Jacqueline Anne Warner
10 Emerald Lake Place
Redwood City, CA 94062

Case Number: 09-33436 DM 7
Chapter: 7

Debtor(s)

Debtor/Joint Debtor Social Security Number(s):
xxx-xx-6562

DISCHARGE OF DEBTOR

It appearing that the debtor(s) is/are entitled to a discharge, **IT IS ORDERED:**
The debtor(s) is/are granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

Dated: 9/22/10

By the Court:

Dennis Montali
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

Doc # 139

EXHIBIT 9

Identifier:8601931887

Doc Type:CORR

GMAC Mortgage, LLC/CMG
PO Box 4622
3451 Hammond Avenue
Waterloo

IA 50704

PAGE 1
DATE 10/19/12

HISTORY FOR ACCOUNT 8601931887

----- MAIL ----- PROPERTY -----

JACQUELINE A. WARNER

10 EMERALD LAKE PLACE

10 EMERALD LAKE PLACE

REDWOOD CITY

CA 94062

REDWOOD CITY

CA 94062

DATES		CURRENT BALANCES		UNCOLLECTED	
PAID TO	10/25/09	PRINCIPAL	990742.62	LATE CHARGES	0.00
NEXT DUE	11/25/09	ESCROW	-22870.75	OPTIONAL INS	0.00
LAST PMT	10/25/09	UNAPPLIED FUND	0.00	INTEREST	0.00
AUDIT DT	11/20/07	UNAPPLIED CODES		FEES	-2302.52
		BUYDOWN FUND	0.00	YEAR TO DATE	
LAST ACTIVITY		BUYDOWN CODE		INTEREST	0.00
10/14/12				TAXES	0.00

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
102609	ADV	092509	-808.00	-808.00	.00	.00
REF NUMBER 000009989 DESC PAYMENT FUNDS						
LC DATE	102509	BAL AFTER		975742.62		00.00
T:28724	I/B:004	OPTIONAL INS BAL		00.00	LATE CHARGE BAL	00.00
102609	GRU	000000	000000	GRACE UNAP AMT:	.00	
SG0S7JT400JO						
102609	AP	102509	808.00	.00	808.00	.00
LC DATE	102509	BAL AFTER		975742.62		00.00
T:00805	I/B:001	OPTIONAL INS BAL		00.00	LATE CHARGE BAL	00.00
110909	ADV	102509	-15000.00	-15000.00	.00	.00
REF NUMBER 000009999 DESC WEB FUNDS TRANSFER000000000000						
LC DATE	110609	BAL AFTER		990742.62		00.00
T:01404	Q/B:004	OPTIONAL INS BAL		00.00	LATE CHARGE BAL	00.00
121009	FB	102509	300.00	40	EXPENSE ADVANCES	
T:32551	/B:000					
091510	FB	102509	375.00	40	EXPENSE ADVANCES	
T:32551	/B:000					

092110 FB 102509 83.00 164 CORP ADV 3 DRM

REF NUMBER SG0U0QG90438 DESC

T:26663 /B:000

121410 ITR 102509 OLD INV 50630 30003 P-BAL 990742.62 INT .00

NEW INV 55230 30003 PERCENT OWNED .0000 ACTION CD 000

BAL AFTER 990742.62 00.00

T:25102 /B:000 OPTIONAL INS BAL 00.00 LATE CHARGE BAL 00.00

R DISCHARGE TAKEN

INQ23694

EXHIBIT 10

Exhibits 5-10 and Appendix A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UU, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

A. Settlement Statement		1-5. Loan Type Conv. Unins.	
First American Title Lenders Advantage Final Statement		6. File Number 3475075c	
		7. Loan Number 20540326	
		8. Mortgage Insurance Case Number	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.			
D. Name of Borrower: Jacqueline A. Warner 10 EMERALD LAKE PLACE, REDWOOD CITY, CA 94062			
E. Name of Seller:			
F. Name of Lender: CMG Mortgage, Inc. 3160 Crow Canyon Rd., Ste 400 San Ramon, CA 94583			
G. Property Location: 10 EMERALD LAKE PLACE, REDWOOD CITY, CA 94062			
H. Settlement Agent: First American Title Lenders Advantage Address: 2110 South Bascom Avenue, Campbell, CA 95008		I. Settlement Date: 11/16/2007 Print Date: 11/19/2007, 12:40 PM Disbursement Date: 11/13/2007	
Place of Settlement Address: 2110 South Bascom Avenue, Campbell, CA 95008			
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	913,506.00	403. Total Deposits	
104. Supplemental Summary	253,843.00	404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due From Borrower	1,167,349.00	420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	170,872.54	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	1,000,000.00	502. Settlement charges (line 1400)	
203. Existing loan(s) taken subject		503. Existing loan(s) taken subject	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	1,170,872.54	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from Borrower (line 120)	1,167,349.00	601. Gross amount due to Seller (line 420)	
302. Less amounts paid by/for Borrower (line 220)	1,170,872.54	602. Less reductions in amounts due to Seller (line 520)	
303. Cash (From) (To) Borrower	3,523.54	603.	

Deposited
LINE 201
\$170,872.54

Returned
LINE 303
\$3,523.54

NET DEPOSIT
\$167,349.01

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.
Settlement Agent: _____ Date: _____

* See Supplemental Page for details.

Exhibits 5-12 Pg 15 of 27

L. Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price			
Division of Commission (line 700) as follows			
701.			
702.			
703. Commission paid at Settlement			
704.			
800. Items Payable in Connection with Loan		4,750.00	
801. Loan Origination Fee			
802. Loan Discount - CMG Mortgage, Inc.	POC \$500.00		
803. Appraisal Fee - LEQUITY			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Premium		875.00	
807. Assumption Fee		900,000.00	
808. Lender Fee - New Acct Fee - CMG Mortgage, Inc.		3,000.00	
809. Undisbursed Equity Funds - CMG Mortgage, Inc.		300.00	
810. Mortgage Broker Com/Fee - LEQUITY			
811. Admin Fee - LEQUITY			
812.			
813.			
814.			
Supplemental Summary			
900. Items Required by Lender to be Paid in Advance			
901. Interest		2,332.00	
902.			
903. Hazard Insurance Premium for to Mercury Casualty Company			
904.			
905.			
Supplemental Summary			
1000. Reserves Deposited with Lender			
1001. Hazard Insurance			
1002. Mortgage Insurance			
1003. City Property Taxes			
1004. County Property Taxes			
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Accounting Adjustment			
1100. Title Charges			
1101. Settlement or closing fee			
1102. Abstract or title search			
1103. Title examination			
1104. Title Insurance Binder			
1105. Document Fee			
1106. Notary Fee			
1107. Attorney Fee		1,750.00	
(includes above item numbers:)			
1108. Title Insurance - See supplemental page for breakdown of individual fees and payees			
(includes above item numbers:)			
1109. Lender's coverage \$1,000,000.00			
1110. Owner's coverage \$0.00		25.00	
1111. End 111.10 - First American Title Lenders Advantage			
1112.			
1113.			
1114.			
1115.			
1116.			
1117.		49.00	
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed \$0.00 Mortgage \$49.00 Release \$0.00			
1202. City/county tax/stamps:			
1203. State tax/stamps:			
1204.			
1205.			
1206.			
1300. Additional Settlement Charges			
1301. Survey to		425.00	
1302. Pest Inspection to			
1303. Processing Fee to Kristi Spangler			
1304.			
1305.			
1306.			
1307.			
1308.			
1309.			
1310.			
1311.			
1312.			
1313.			
1314.			
Supplemental Summary		913,506.00	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			

* See Supplemental Page for details.

\$ 11,674.00 Fees PAID

Exhibits 5-12 Pg. 16 of 27

Supplemental Page
HUD-1 Settlement StatementFirst American Title Lenders Advantage
Final StatementLoan No.
20540326Settlement Date:
11/16/2007Borrower Name & Address: Jacqueline A. Warner
10 EMERALD LAKE PLACE, REDWOOD CITY, CA 94062

Seller Name & Address:

Section L. Settlement Charges continued

		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
1108. Supplemental Summary	1,750.00	1,750.00	
a) OPERATE Line 1108 includes line 1101& 1106 charges - First American Title Lenders Advantage			
1201. Supplemental Summary	49.00	49.00	
a) Record First Deed of Trust/Mortgage - First American Title Lenders Advantage			

already counted

Section J. Summary of Borrower's Transaction continue		Borrower Charges	Borrower Credits
100. Gross Amount Due From Borrower	247,867.62	247,092.67	
104. Supplemental Summary			
a) Principal Balance Of Payoff Loan - WELLS FARGO HOME MORTGAGE		700.95	
Interest on Payoff Loan 11/01/07 to 11/19/07 @5.375000%		7.00	
Recording Fee		30.00	
Obligation Fee		37.00	
Other Fees and Charges Due	5,975.38	5,975.38	
104. Supplemental Summary			
b) 1st Tax Installment: 07-08 Amount to SAN MATEO COUNTY TAX COLLECTOR			
200. Amounts Paid By Or In Behalf of Borrower	170,872.54		21,638.29
201. Supplemental Summary			109,234.25
a) Other			40,000.00
b) Other			
c) Other			
The following Section is restated from the Settlement Statement Page 1			
300. Cash At Settlement From/To Borrower	1,167,349.00	600. Cash At Settlement To/From Seller	
301. Gross amount due from Borrower (line 120)	1,170,872.54	601. Gross Amount due to Seller (line 420)	
302. Less amounts paid by/for Borrower (line 220)	3,523.54	601. Less reductions in amounts due to Seller (line 520)	
303. Cash (From) (X To) Borrower		603.	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Fees - \$11,674.00

EXHIBIT 11

Reg. 24688, June 9, 1989, effective June 7, 1989, but compliance is optional until November 7, 1989]

§ 226.15 Right of rescission.

(a) *Consumer's right to rescind.* (1)(i) Except as provided in paragraph (a)(1)(ii) of this section, in a credit plan in which a security interest is or will be retained or acquired in a consumer's principal dwelling, each consumer whose ownership interest is or will be subject to the security interest shall have the right to rescind: each credit extension made under the plan; the plan when the plan is opened; a security interest when added or increased to secure an existing plan; and the increase when a credit limit on the plan is increased.

(ii) As provided in § 125(e) of the act, the consumer does not have the right to rescind each credit extension made under the plan if such extension is made in accordance with a previously established credit limit for the plan.

(2) To exercise the right to rescind, the consumer shall notify the creditor of the rescission by mail, telegram, or other means of written communication. Notice is considered given when mailed, or when filed for telegraphic transmission, or, if sent by other means, when delivered to the creditor's designated place of business.

(3) The consumer may exercise the right to rescind until midnight of the third business day following the occurrence described in paragraph (a)(1) of this section that gave rise to the right of rescission, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures,³⁶ whichever occurs last. **If the required notice and material disclosures are not delivered, the right to rescind shall expire three years after the occurrence giving rise to the right of rescission,** or upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with § 125(f) of the act.

(4) When more than one consumer has the right to rescind, the exercise of the right by one consumer shall be effective as to all consumers.

(b) *Notice of right to rescind.* In any transaction or occurrence subject to rescission, a creditor shall deliver two copies of the notice of the right to rescind to each consumer entitled to rescind (one copy to each if the notice is delivered in electronic form in accordance with the consumer consent and other applicable provisions of the E-Sign Act). The notice shall identify the transaction or occurrence and clearly and conspicuously disclose the following:

- (1) The retention or acquisition of a security interest in the consumer's principal dwelling.
- (2) The consumer's right to rescind, as described in paragraph (a)(1) of this section.
- (3) How to exercise the right to rescind, with a form for that purpose, designating the address of the creditor's place of business.

(4) The effects of rescission, as described in paragraph (d) of this section.

(5) The date the rescission period expires.

(c) *Delay of creditor's performance.* Unless a consumer waives the right to rescind under paragraph (e) of this section, no money shall be disbursed other than in escrow, no services shall be performed, and no materials delivered until after the rescission period has expired and the creditor is reasonably satisfied that the consumer has not rescinded. A creditor does not violate this section if a third party with no knowledge of the event activating the rescission right does not delay in providing materials or services, as long as the debt incurred for those materials or services is not secured by the property subject to rescission.

(d) Effects of rescission. (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void, and the consumer shall not be liable for any amount, including any finance charge.

(2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.

(3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. **If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.**

(4) The procedures outlined in paragraphs (d)(2) and (3) of this section may be modified by court order.

(e) *Consumer's waiver of right to rescind.* (1) The consumer may modify or waive the right to rescind if the consumer determines that the extension of credit is needed to meet a bona fide personal financial emergency. To modify or waive the right, the consumer shall give the creditor a dated written statement that describes the emergency, specifically modifies or waives the right to rescind, and bears the signature of all the consumers entitled to rescind. Printed forms for this purpose are prohibited, except as provided in paragraph (e)(2) of this section.

(2) The need of the consumer to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in an area declared during June through September 1993, pursuant to 42 U.S.C. 5170, to be a major disaster area because of severe storms and flooding in the Midwest.^{36a} In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e)(1) of this section shall expire one year from the date an area was declared a major disaster.

Exhibit B

EXHIBIT 12

HMC

Housing Mortgage Consultants, Inc.
Securitization Examination Analysis
Telephone (480) 292-7361
bill@housingmortgageconsultants.com

August 17, 2012

JACQUELINE A. WARNER

PROPERTY ADDRESS:

**10 EMERALD LAKE PLACE
REDWOOD CITY CALIFORNIA
94062**

**SERVICER:
GMAC MORTGAGE**

**TRUST:
GMACM HOME EQUITY
LOAN TRUST 2007-HE3**

**TRUSTEE:
BANK OF NEW YORK MELLON**

ENCLOSURES:

SECURITIZATION FLOW CHART

**AFFIDAVIT
WILLIAM MCCAFFREY**

**CONSENT ORDER
IN RE: GMAC MORTGAGE, LLC**

**INSIDE JOB FORECLOSURE PROCESS
RECORDED DOCUMENTS**

**GMACM HOME EQUITY
LOAN TRUST 2007-HE3
MORTGAGE LOAN PURCHASE AGREEMENT**

**GMACM HOME EQUITY
LOAN TRUST 2007-HE3
TRUST AGREEMENT**

**GMACM HOME EQUITY
LOAN TRUST 2007-HE3
SERVICING AGREEMENT**

**GMACM HOME EQUITY
LOAN TRUST 2007-HE3
PROSPECTUS SUPPLEMENT**

1
2 **JACQUELINE A. WARNER**

3 ***Real Property Located:***
4 **10 Emerald Lake Place**
5 **Redwood City, CA 94062**

**AFFIDAVIT OF
WILLIAM McCaffrey**

6 I William McCaffrey, declare as follows:
7

8 1. I am over the age of 18 years and qualified to make this AFFIDAVIT. I am a resident of
9 the State of Arizona and formulate this AFFIDAVIT based on my own personal
10 knowledge. I have no direct or indirect interest in the outcome of the case at bar for
11 which I offer my observations, analysis, opinions and testimony.

12
13 2. My experience in the Banking industry encompasses over 30 years employment for
14 federally insured institutions. I was formerly Business Development Manager with Indy
15 Mac Bank FSB, for over ten years and currently employed as Consultant for Housing
16 Mortgage Consultants Inc.

17
18 3. I have personal knowledge and experience to render opinions in the topic areas
19 related to the securitization of mortgage loans, derivative securities, the securities
20 industry, Uniform Commercial Code practices, predatory lending practices, Truth in
21 Lending Act requirements, loan origination and underwriting, accounting in the context
22 of securitization and pooling and servicing of securitized loans, assignment and
23 assumption of securitized loans, creation of trusts under deeds of trust, and issuance of
24 asset backed securities and specifically mortgage-backed securities by special purpose
25 vehicles in which an entity is named as trustee for holders of certificates of mortgage
26 backed securities, the economics of securitized residential mortgages during the period
27 of 2001-2008, appraisal fraud, and its effect on APR disclosure, usury and foreclosure
28 of securitized and non-securitized residential mortgages.

DECLARATION of William McCaffrey

1
2 4. I have been qualified to testify in Maricopa County Superior Court, and US District
3 Court. In the past few years, I have served as Expert Witness in numerous civil cases. I
4 have testified at trial in Federal and Superior Court including Nevada and Arizona.
5 Superior Court Cases include *Marshall and Isley Bank v. Izzo*, *Slikker v. Kondaur*,
6 *Brokalakis v. National City Mortgage*, and *Wells Fargo Bank v. Dutson*. Superior Court
7 Judges' Ronan, Garcia, and Budoff, as well as Commissioners' Davis, Ellis, and Hamner
8 have affirmed my expert testimony.

9
10 5. I am also a Securitization Analyst and use specialty-licensed software, which permits
11 investors and licensed users to access any "named Trust-Entity" which are The
12 Corporate/Trust Documents officially filed with the Securities and Exchange
13 Commission. I can find each Mortgage Note that is held by this named Trust-Entity, and
14 can verify its status at any given time. I have the knowledge and experience to perform
15 these searches with accuracy. At the request of Ms. Warner I submit this AFFIDAVIT
16 and have personal first hand knowledge of the following facts:

17
18 6. The subject property, 10 Emerald Lake Place, Redwood City California 94062 was
19 secured by a Deed of Trust in favor of CMG MORTGAGE, Inc. having a MORTGAGE
20 ELECTRONIC REGISTRATION SYSTEMS ("MERS") MORTGAGE IDENTIFICATION
21 NUMBER ("MIN") number of 1000724-0000006013-0 listed on the said DEED OF
22 TRUST. The loans Min number was then assigned in a GMACM HOME EQUITY LOAN
23 TRUST 2007-HE3.

24
25 7. This Trust is also referred to as the ISSUING ENTITY and was formed pursuant to the
26 Pooling and Servicing Agreement among the Seller, Depositor, Servicer, the Trust
27 Oversight Manager and the Trustee.
28

1 8. GMACM HOME EQUITY LOAN TRUST 2007-HE3 Trust is a REAL ESTATE MORTGAGE
2 INVESTMENT CONDUIT (REMIC) within the meaning of section 860D of the Internal
3 Revenue Code as amended in 1986 (The Code) which governs the rules of the trust.
4

5 9. BANK OF NEW YORK MELLON acts as trustee under the pooling and servicing
6 agreement. The trustee is responsible for performing certain calculations relating to
7 distributions on the certificates, making payments on the certificates, acting as
8 certificate Registrar and transfer agent for the trust, making payments to the swap
9 provider under the swap agreement and holding the trust accounts on behalf of the
10 certificate holders.
11

12 10. In the securitization of the loan, the rights of various named Trustees ended with
13 the subject Trustee for the holders of mortgage-backed securities whose powers are
14 limited to ONLY what the certificate holders authorize.
15

16 11. Accordingly, the only potential party to a foreclosure wherein the allege financial
17 injury and therefore a right to collect the obligation, enforce the note or enforce the
18 security instrument is either a party who has actually lost money or stands to lose
19 money, or an authorized representative who can show such authority and is
20 answerable to the claims, affirmative defenses and counterclaims of the borrowers for
21 such causes of action or defenses as might be applicable.
22

23 12. BANK OF AMERICA, NA acts as servicer of the mortgage loans.
24

25 13. THE SUBJECT LOAN was securitized which is the process of aggregating a large
26 number of Notes in what is called a mortgage pool and then selling security interests in
27 that pool of mortgages to investors. These sales that my research shows took place
28 would have fractionalized possession of the Note over many different investors.

1
2 14. The only potential holder in due course of a note falls within one or more of the
3 following classifications:

4
5 (1) Investors who purchased asset backed securities in which ownership of
6 the loans were described with sufficient specificity as to at least express the intent to
7 convey ownership of the obligation as evidenced by the promissory note and an
8 interest in real property consisting of a security interest held by an entity that was
9 described as the beneficiary of a Trust created by an instrument entitled Deed of Trust;

10 (2) Insurers that paid some party on behalf of said investors;

11 (3) Counterparties on credit default swaps;

12 (4) Conveyances or constructive trusts arising by operation of law
13 through cross collateralization and over-collateralization within the aggregate asset
14 pools or later within the Special Purpose Vehicle tranches "tranches" is an industry
15 term of art referring to the types of division within a Special Purpose Vehicle);

16 (5) Any other party that has traded in mortgage backed securities from the
17 aggregated pools or securitized tranches containing interests in the loans.

18 a. GMAC MORTGAGE, BANK OF NEW YORK MELLON, their successors in interest,
19 and MERS Inc, do not fall within any of the classifications of holders in due course on
20 the subject loan.

21 b. GMAC MORTGAGE, BANK OF NEW YORK MELLON, their successors in interest,
22 and MERS Inc, has not suffered any financial loss relating to the loan.

23 c. GMAC MORTGAGE, BANK OF NEW YORK MELLON, their its successors in
24 interest, and MERS Inc, suffered no monetary loss through loan non-performance.

25 d. GMAC MORTGAGE, BANK OF NEW YORK MELLON, their its successors in
26 interest, and MERS Inc, has received fees and profits relating to the loan;

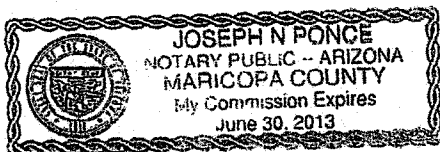
1
2 15. In non-judicial foreclosure states such as California, the only course of action
3 available to challenge such foreclosure is a judicial lawsuit brought by the
4 borrower/obligor. The "election" of non-judicial process by the foreclosing parties
5 shifts the burden of proof to the borrowers in the loans to allege facts that are solely
6 within the knowledge of the lenders, and which facts that are intentionally withheld
7 from the borrowers.

8
9 FURTHER AFFIANT SAYETH NAUGHT.

10 All factual testimony or statements made in this DECLARATION are true and correct to the
11 best of my knowledge and belief. All opinions stated herein are based upon a high likelihood
12 of probability pursuant to my decades of relevant experience within the banking industry.
13

14
15
16 
17 William McCaffrey

18
19 SWORN TO AND SUBSCRIBED before me, the undersigned notary public this 20th day
20
21 of August 2012.
22



26 
27 Notary Public

28 My commission expires:

June 30, 2013

DECLARATION of William McCaffrey